

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

BI-TECH, INC.	:	
	:	CIVIL ACTION
vs.	:	
	:	NO. 02-CV-3758
WESTCODE, INC.	:	

ORDER

And now, this _____ day of November, 2003, it is hereby ORDERED and DECREED that Bi-Tech's Motion to Reopen is granted. It is further ORDERED AND DECREED that the parties (including a personal representative of Westcode Inc.) appear before this Court on November ____, 2003 for Westcode to show cause if any, why it should not be held in contempt of court for its failure to comply with this Court's order dated November 12, 2003. Westcode Inc. shall bring \$20,000 cash and/or a negotiable bank check in said amount to the Court at said time.

BY THE COURT:

_____, J.

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

BI-TECH, INC.	:	
	:	CIVIL ACTION
vs.	:	
	:	NO. 02-CV-3758
WESTCODE, INC.	:	

ORDER

And now, this _____ day of November, 2003, it is hereby ORDERED and
DECREED that:

- 1) The above captioned matter is reopened for the purpose of enforcing the
settlement between the parties.
- 2) Westcode is found in contempt of this Court's order dated November 12, 2003;
- 3) Westcode shall deliver immediately to Neil E. Jokelson & Associates, P.C. cash
and/or a negotiable bank check in the amount of \$20,000 payable to Neil E.
Jokelson & Associates, P.C.
- 4) Westcode shall pay interest at the legal rate of 6% on amount previously due on
October 21, 2003 through the date of payment of said funds.
- 5) Westcode shall pay attorney's fees to Neil E. Jokelson & Associates, P.C. in the
amount of _____.

BY THE COURT:

_____, J.

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

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	:	CIVIL ACTION
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PLAINTIFF'S MOTION TO REOPEN AND FOR CONTEMPT

- 1) On or about April 11, 2003, the above captioned matter settled at a conference before the Honorable M. Faith Angell, and as a result thereof it was agreed as part of that settlement that a final payment of \$20,000 would be made on October 21, 2003. At the time of the settlement it was agreed that this Court would retain jurisdiction to enforce the terms of the settlement.
- 2) Defendant failed to make payment on October 21, 2003 as called for under the terms of the settlement.
- 3) On October 28, 2003, Judge Angell held a conference between the parties to address the issue of payment. At this conference, Judge Angell ordered that the monies due under the settlement agreement be paid to Neil E. Jokelson & Associates, P.C. and requested counsel to submit a proposed order for execution.
- 4) On November 6, 2003, Judge Savage entered an order re-opening this matter, and referring the case to Judge Angell "to enforce settlement." See Exhibit A.
- 5) Upon the reopening of the case, both the plaintiff's counsel and defense counsel submitted proposed orders to the court directing payment be made to Neil E. Jokelson & Associates, P.C. See Exhibit B.
- 6) On Wednesday, November 12, 2003, this Court ordered that payment be made

“forthwith” to Neil E. Jokelson & Associates, P.C. See Exhibit C.

- 7) Defendant, nonetheless, without bona fide reason or excuse, has refused to make payment despite receiving correspondence attached hereto as Exhibit D demanding payment “forthwith” as per this Court’s order. These letters have been ignored by respondent’s counsel who has to this day never responded by letter or otherwise to these letters.
- 8) Indeed by letter copied to plaintiff’s counsel dated November 17, 2003, which letter was sent to the counsel of an alleged judgment creditor of movant, in an apparent attempt to avoid and circumvent this Court’s order of November 12, 2003, counsel for defendant indicated that payment would not be made forthwith and in direct contravention of the matters decided by this court at the conference on October 28, 2003, stated:

Please let me know your client’s position regarding its entitlement to the last payment in light of Magistrate Judge M. Faith Angell’s November 12, 2003 Order by Wednesday, November 19, 2003. While we do have thirty days to decide whether to appeal, we plan to determine our course of action by the end of this week. If we do not hear from you we will assume that your client no longer makes a claim to entitlement to that payment.

See Exhibit E.

Wherefore, plaintiff respectfully requests that this Honorable court again forthwith reopen this case to enforce the settlement and find defendant in contempt for failing to comply with this Court’s Order dated November 12, 2003, and further order the immediate payment of \$20,000 to Neil E. Jokelson & Associates, P.C. together with interest and attorneys fees for the prosecution of this motion and collection of the amount ordered to be paid on November 12, 2003.

NEIL E. JOKELSON, ESQUIRE

CERTIFICATE OF SERVICE

I, NEIL E. JOKELSON, ESQUIRE, hereby certify that on November 18, 2003, I served a true and correct copy of the within pleading, via first class mail and fax, upon:

Patrick Campbell, Esquire,
Phillips & Campbell, P.C.
518 GSB Building
One Belmont Ave.
Bala Cynwyd, PA. 19004
Fax (610) 668-4972

NEIL E. JOKELSON, ESQUIRE